

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

AMY CONWAY,

Plaintiff,

vs.

KAZ INCORPORATED, a Foreign
Corporation,

Defendant.

Case No. 2:09-CV-10065
HONORABLE MARIANNE O. BATTANI
MAGISTRATE MONA K. MAJZOUN

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JOINT STATEMENT OF RESOLVED AND UNRESOLVED ISSUES

NOW COME the above-captioned parties by and through their attorneys, and hereby submit the following Joint Statement of Resolved and Unresolved Issues:

Resolved Issues

(1) The parties have stipulated to, and this Honorable Court has entered collaterally, an Amended Scheduling Order with the following deadlines:

Witness List: 9/01/09

Discovery Cutoff: 11/03/09

Dispositive Motions filed by: 1/15/10

Case Evaluation Month: To be determined

Settlement Conference: To be set by Court

(2) FR Civ P 26(a)(2)(B) Disclosures as to each endorsed liability expert shall be filed by October 3, 2009, absent further agreement of the parties, or Order of this Court.

(3) The Defendant shall on or before September 3, 2009, provide Supplemental, Amended Answers to Plaintiff's Request for Admissions 1 and 2; Interrogatories 1, 2, 7 and 9, and provide documents in response to Plaintiff's Request for Production of Documents number 3.

(4) The Defendant shall produce for discovery depositions Walter Birdsell and Dottie Goldsmith on or before September 18, 2009.

(5) The parties have stipulated to list and call not more than one independent liability expert per field of expertise. Nothing in this agreement shall prevent either party from calling qualified treating and attending medical experts, physicians, or specialists who might also comment on pharmaceutical or toxicology issues, or other issues affecting upon liability provided such testimony is otherwise admissible.

(6) The parties have agreed to have their engineering/testing experts consult regarding further non-destructive testing of the subject heating pad by September 11, 2009. Each party shall bear the cost of their own expert's fees for such consultation and testing and shall split the cost of any testing procedure such as x-rays. Neither party shall engage in destructive testing of the subject heating pad unless agreed upon by the parties.

Unresolved Issues

None known at the present time.

s/RILEY P. RICHARD
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CERTIFICATE OF SERVICE

I hereby certify that on August 25, 2009, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system which will send notification of such filing to the following:
Frederick G. Ecclestone, Esq.

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